

**RESOLUTION NO. 7606**

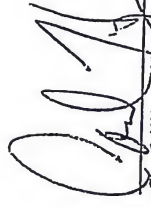
**RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF PLACERVILLE AUTHORIZING THE EXECUTION OF  
AMENDMENT TO FRANCHISE AGREEMENT BETWEEN EL  
DORADO DISPOSAL AND CITY OF PLACERVILLE**

BE IT, AND IT IS HEREBY RESOLVED by the City Council that the Mayor of the City of Placerville is authorized and directed to execute on behalf of the City of Placerville an Amendment to the Franchise Agreement for waste collection with Waste Connections doing business as El Dorado Disposal, a copy of which Amendment is attached hereto and by reference made a part hereof.

BE IT RESOLVED FURTHER by the City Council that, effective July 1, 2008, the rates are adjusted for the collection of solid waste within the City of Placerville franchise area, as more particularly set forth on Exhibits "A" and "B," attached hereto and incorporated herein by reference.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Placerville held on May 13, 2008, by Councilmember Acuna, who moved its adoption. The motion was seconded by Councilmember Colvin. A poll vote was taken which stood as follows:

AYES:	Acuna, Borelli, Colvin, Hagen, Rivas
NOES:	None
ABSTAIN:	None
ABSENT:	None

  
\_\_\_\_\_  
Carl Hagen, Mayor

ATTEST:

  
\_\_\_\_\_  
Susan Zito, City Clerk

El Dorado Disposal  
Placerville Franchise Residential Rates

The rate will revert to the corresponding mandatory rate for that time period, Annual CPI assumed at 3%

Year 1		
Service Level	New Rate	W/ Fuel New Rate
32 Gallon	\$ 16.53	\$ 17.37
64 Gallon	\$ 25.71	\$ 27.02
96 Gallon	\$ 30.85	\$ 32.42

Year 2		
Effective PI Date		7/1/2009
Service Level	New Rate	New Rate
32 Gallon	\$ 18.21	\$ 19.14
64 Gallon	\$ 26.71	\$ 28.06
96 Gallon	\$ 32.71	\$ 34.38

Year 3		
Effective PI Date		7/1/2010
Service Level	New Rate	New Rate
32 Gallon	\$ 19.90	\$ 20.91
64 Gallon	\$ 27.70	\$ 29.11
96 Gallon	\$ 34.58	\$ 36.34

Year 4		
Effective PI Date		7/1/2011
Service Level	New Rate	New Rate
32 Gallon	\$ 21.58	\$ 22.67
64 Gallon	\$ 28.70	\$ 30.15
96 Gallon	\$ 36.44	\$ 38.30

WCN Provided Extra Services  
Extra trash per 30 gal bag on scheduled service day  
Cart exchange Charges if used less than 6 months  
Extra Trash NOT on Same Day of Service  
Extra Recycling NOT on Same Day of Service  
Additional Recycling Carts

\$	3.73
\$	14.04
\$	9.06
\$	7.01
\$	5.85

**FIRST AMENDMENT  
TO  
COLLECTION FRANCHISE AGREEMENT  
BETWEEN  
CITY OF PLACERVILLE  
AND  
WASTE CONNECTIONS OF CALIFORNIA, INC., doing business as EL DORADO  
DISPOSAL SERVICES**

This First Amendment to the Collection Franchise Agreement (this "Amendment") between the City of Placerville (the "City") and Waste Connections of California, Inc., a California corporation, doing business as El Dorado Disposal Services ("Grantee"), is entered into this 13<sup>th</sup> day of May, 2008, in connection with the collection, transportation and disposal of Solid Waste.

**RECITALS**

WHEREAS, the City and Grantee entered into that certain Collection Franchise Agreement in 1994 (the "Agreement") to provide for non-mandatory solid waste collection in the City; and

WHEREAS, the City and Grantee wish to amend the Agreement in certain respects to, among other things, clarify the types of waste that are subject to the Agreement and to alter the rate structure for services under the Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE TO AMEND THE AGREEMENT, AS FOLLOWS:

1. The first paragraph of Section 1.A. of the Agreement is hereby amended to read as follows:
  - A. The City grants to Grantee, for the term of and in accordance with this Agreement (including all extensions or renewals), the exclusive franchise, right, privilege and contractual duty to make and arrange with residents of Single-Family Units, residents and/or owners of Multi-Family Units and owners and/or persons in charge of commercial, industrial, institutional and other entities and construction and demolition sites in the Franchise Area for the collection, transportation and removal to Solid Waste Processing and/or disposal facilities, of all Residential, Industrial and Commercial Solid Waste (including discarded Recyclables and discarded Recyclable Material and Construction and Demolition Debris) and all Recyclables and Green Waste that have been generated within the Franchise Area, which has been generated or accumulated with the Franchise Area and which has been placed in an authorized Solid Waste Container; provided, however, that said franchise shall be nonexclusive with respect to the collection and transportation of Recyclable Materials that meet the following requirements:

2. Section 1.C of the Agreement is hereby amended to read as follows:

C. Exceptions to Exclusivity. The exclusive franchise granted by this Agreement shall not apply to:

- 1) A person or entity who contracts for landscaping or gardening work performed for the customer and incidental to such services removes and Recycles or disposes of Green Waste, provided that such removal and Recycling or disposal are performed by the person removing and Recycling or disposing of such Green Waste, and not by a subcontractor or other third-party;
- 2) A person or entity who has been given an exemption by the City from any mandatory collection ordinance that the City may adopt in the future;
- 3) A licensed contractor that generates Construction and Demolition Debris in the course of his/her/its business activities and such contractor, or his/her/its full-time employees and not a subcontractor or other third-party, self-haul such Construction and Demolition Debris (but excluding all other Solid Waste or Recyclables) to an authorized and permitted (as may be required by federal, state or local regulatory agencies with jurisdiction over such activities) processing facility for purposes of Material Recovery. A licensed contractor shall not use any subcontractor or other third party other than Grantee to haul Construction and Demolition Debris to an authorized and permitted Materials Recovery Facility; or
- 4) A person handles, hauls, or transports Solid Waste or Recyclables generated by or from his/her own residence or business operations for purposes of disposing of same at an authorized disposal area or transfer station; provided, however, that the exception set forth in this Section 1.C.4) shall terminate when the City requires Mandatory Service.

3. The following is added to the Agreement as a new Sections 1.E.:

Grantee shall also collect and remove all Commercially Generated Recyclable Materials, including Green Waste, at the rates established by this Agreement. Commercially Generated Recyclable Materials collection shall be on a schedule as determined by Grantee and the generator of such Commercially Generated Recyclable Materials. Grantee shall use commercially reasonable efforts to educate generators of commercial Solid Waste about the benefits of Recycling.

4. Section 2 of the Agreement is hereby amended by adding and/or amending the following definitions in appropriate alphabetical order:

CIWMB. "CIWMB" means the California Integrated Waste Management Board.

Commercially Generated Recyclable Materials. "Commercially Generated Recyclable Materials" means Recyclable Materials generated at commercial, governmental and/or industrial property and separated by the generator of such Recyclable Materials for collection.

Compostable Materials. "Compostable Materials" means: plant material (leaves, grass clippings, branches, brush, flowers, roots, pine needles and pine cones, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens; and biodegradable waste otherwise approved for the yard waste program by Grantee and the City. It may also include pre- or post-consumer food waste, if Grantee begins a food waste collection program within the City. It excludes loose soils, plastics and synthetic fibers, lumber, and wood or tree limbs over three inches in diameter or three feet in length; human or animal excrement, and any soil or other materials contaminated with Hazardous Waste.

Construction and Demolition Debris. "Construction and Demolition Debris" means Solid Waste consisting of building materials; and packaging and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, multi-family residential units, commercial and industrial buildings and all other structures. Construction refers to SIC Codes 152 through 1794, 1796 and 1799. Demolition refers to SIC Code 1795.

Electronic Waste. "E-waste" or "Electronic Waste" means discarded electronic equipment such as stereos, radios, speakers, televisions, computers, monitors, VCRs, printers, copiers, facsimile machines, DVDs, microwaves, telephones and similar items (including cathode-ray tubes and other universal waste which may require special handling).

Green Waste. "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (not more than three (3) inches in diameter) and similar materials.

Gross Revenues. "Gross Revenues" means any and all revenue or compensation in any form collected by Grantee from collecting, transporting, arranging, and handling and/or disposing of franchised Solid Wastes pursuant to this Agreement (including any amounts that Grantee periodically classifies as "bad debt" but ultimately collects), but excluding revenue from the sale of Recyclable Materials and excluding amounts not actually collected from customers.

Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means a Materials Recovery Facility in which various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials, for the purpose of recovering and Recycling those materials.

Materials Recovery Services. "Materials Recovery Services" means the Processing of Solid Waste and Recyclable Materials at permitted Materials Recovery Facilities and the subsequent recovery, reuse, Recycling, or other diversion of such materials from landfilling in such a manner that the City receives diversion credit for such materials and activities by the CIWMB.

Multi-Family Units. "Multi-Family Units" means any dwelling which includes two (2) or more individual living units and which receives communal refuse and/or Recycling services.

Operating Year. Operating Year means the twelve (12)-month period from July 1<sup>st</sup> to June 30<sup>th</sup>, or any portion thereof, during the term of this Agreement.

Processing. "Processing" or to "Process" means the separation, sorting, handling, and/or baling of Solid Waste and/or Recyclable Materials by automated or manual means at a Materials Recovery Facility, for the purpose of Recycling a portion of these materials. Material that is received at a Materials Recovery Facility and is directly loaded into a transfer van or other vehicle for delivery to a landfill for disposal without Recyclable Materials being sorted, separated, and handled and/or baled therefrom has not been Processed within the meaning of this definition.

Recovered Materials. "Recovered Materials" means all Recyclable Materials that are removed for Recycling by Grantee from the total tonnage of all Solid Waste collected by Grantee in the Franchise Area whether these materials are source separated or commingled upon collection, and Recyclable Materials recovered from Solid Waste generated within the Franchise Area as a result of Grantee's Material Recovery Services. Recovered Materials shall also include Recyclable Materials received by Grantee at any buy-back center, or by means of any other Recycling program operated by Grantee. All such Recyclable Materials must be Recycled by Grantee to be considered "Recovered Materials."

Recyclables or Recyclable Material. "Recyclables" or "Recyclable Material" means discarded materials that are reused, recovered or processed (or are in the future reused or processed) into a form suitable for reuse through reprocessing or remanufacture, and/or that qualify as diversion from landfilling consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder. The terms "Recyclables" or "Recyclable Material" also include materials that are transformed to produce fuel, Compostable Materials, Recyclable Construction and Demolition Debris, alternative daily cover, materials processed for land application or as feed for livestock; provided, however, all such uses and applications qualify as diversion consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder, and any other uses or applications that qualify as diversion consistent with the requirements of the California Integrated Waste Management Act and regulations thereunder. The terms "Recyclable" or "Recyclable Material" include but are not limited to paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, Compostable Materials, brick and stone in reusable size and condition, and such other materials designated by the City, or designated as Recyclables by the CIWMB, or any other agency with jurisdiction.

Recycling. "Recycling," "Recycle" and "Recycled" refer to the recovery, reuse, transformation, Recycling or other diversion of Recycled Materials from landfilling in such a manner that the City receives diversion credits for such materials and activities by the CIWMB.

Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semi-solid and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, discarded home and industrial appliances, manure, vegetable or animal solid and semi-Solid Wastes, and other discarded solid and semi-Solid Waste; but excludes Hazardous Waste, Special Waste and Biomedical Waste.

Transform. "Transform" means incineration, pyrolysis, distillation, gasification or biological conversion. Transformation does not include composting.

Wastestream. "Wastestream" means all Solid Waste and Recyclable Materials collected by Grantee pursuant to this Agreement or delivered by any Person to the WERS Materials Recovery Facility.

Western El Dorado Recovery Systems (WERS) Material Recovery Facility. "WERS Material Recovery Facility" or "WERS MRF" means the Material Recovery and transfer Facility owned by Grantee in which various types of Recyclable Materials are separated from Solid Waste and from other Recyclable Materials, for the purpose of recovering and Recycling of those materials, and where Solid Wastes, Recyclable Materials and Compostable Materials are transferred (or may at some time in the future be transferred) for re-loading and disposal at a landfill activity and/or processing at another MRF.

5. The following is hereby added to the end of Section 3:

Any increase in the Franchise Fee shall result in a corresponding rate adjustment to Grantee's rates and/or be passed through to Grantee's customers.

6. Sections 6.B. and 6.C. of the Agreement are hereby amended in their entirety to read as follows:

B. Service Periods. Collections of Solid Waste from each customer in the Franchise Area shall be not less often than once each week for Single-Family Units and as often as Grantee shall negotiate with customers in all other locations. Collections of Green Waste and Recyclable Materials from each customer in the Franchise Area shall be not less often than once every two weeks for Single-Family Units and as often as Grantee shall negotiate with customers in all other locations. Only closed trucks shall be used for residential collections.

C. Hours of Collection. Grantee will provide that collections on Single-Family Unit residential routes shall not start before 4:45 a.m. or continue after 7:00 p.m. Monday through Friday or on Saturdays following non-working holidays. Commercial collections shall not start before 3:45 a.m. nor continue after 7 p.m. on any day. To the extent it is commercially reasonable to do so without disrupting its operations, Grantee agrees to adjust the hours of commencement of collection operations in selected areas at the reasonable request of the City, where commercial collections are audible in residential areas and have generated numerous complaints from nearby residents.

7. The following are added to the Agreement as new Sections 6.G., 6.H., 6.I., 6.J., 6.K., 6.L. and 6.M., respectively:

G. City Facilities' Collection. Grantee shall collect and dispose of all Solid Waste, collect and possess all Recyclable Materials and Green Waste generated at public facilities in Exhibit "D" at no charge to the City. Grantee shall make collections from containers on Main Street Monday through Saturday and from all other containers Monday through Friday or on Saturdays following non-working holidays. Collections from bins and roll-off boxes shall be scheduled at a time mutually agreed upon by Grantee and the City.

H. Annual On Call Bulky Waste Pick-Up. Once per operating year, Grantee shall provide free Bulky Waste pick-up for all customers within the Franchise Area, as described in Exhibit "B," on an "on-call" basis, by appointment set between the customer and Grantee. Bulky items need not be placed in special containers for collection. Grantee shall pick up one bulky item left for collection at curbside by the customer; provided, however, that such bulky item pick-up shall be limited to 2.5 cubic yards in size – equivalent to one regular sofa or couch, one appliance or white goods. Grantee shall have no duty or responsibility to collect any Hazardous Waste except as otherwise required in this Agreement.

I. Free Disposal Coupons. Grantee will mail, on an annual basis, a coupon to all residential customers in the Franchise Area allowing them to dispose of up to 2.5 cubic yards of unsorted Solid Waste (or an equivalent value for disposal of other items) at the WERS Materials Recovery Facility, as described in Exhibit "B." When the City requires Mandatory Service, Grantee will mail, on an annual basis, an additional coupon to all residential customers in the Franchise Area allowing them to dispose of up to 2.5 cubic yards of unsorted Solid Waste (or an equivalent value for disposal of other items) at the WERS Materials Recovery Facility. The form and conditions of the coupons shall be approved in advance by the City.

J. Used Motor Oil/Filter Collection. Collection of used motor oil and filters are included in this Agreement, for residential customers only. Used motor oil will be required to be placed in sealable containers of one (1) gallon or less, clearly labeled as containing motor oil, to be eligible for pick-up. Oil filters will be required to be in sealable plastic bags to be eligible for pick-up. Grantee will not be required to pick up more than five (5) one (1) gallon containers of motor oil, or more than five (5) oil filters at any single household at any one time. Brake fluid, transmission fluid, hydraulic fluid, gasoline, diesel and any other petroleum-based liquid or mixtures of different liquids is not covered by this Agreement. The City and Grantee acknowledge that costs associated with recycling used motor oil and filters will be the responsibility of the any Solid Waste facility accepting these materials.

K. Clean-Up Days. Twice per year throughout the Term, Grantee shall provide, in addition to regularly scheduled service, a clean-up event pursuant to guidelines established by Grantee and approved by the City, for the disposal of Solid Waste and Recyclables by Single-Family Units and Multi-Family Units in addition to each

customer's normal collection service. The dates for each event shall be proposed by Grantee and approved by the City.

L. Special Assistance Services. Grantee agrees to accommodate those customers receiving Residential Solid Waste service who are unable to place their Solid Waste and Recyclables at curbside due to illness, physical constraints or other verifiable reasons; provided, however, any customer requesting such special assistance shall provide written evidence from a licensed physician describing the reason(s) why such customer is unable to place his or her Solid Waste and Recyclables at curbside.

M. Christmas Tree Collection. Grantee agrees to collect bare holiday trees at no additional charge to customers receiving Residential Solid Waste service during the first two full collection weeks of every January. Christmas trees with flocking and trees collected after the first two full collection weeks in January shall be subject to collection in accordance with Section 6.H.

N. Problem Property Clean-Up. Up to four times per year throughout the Term, Grantee shall provide, in addition to regularly scheduled service, one 30-yard roll-off box at any "problem property" designated in writing by the City for the disposal of Solid Waste and Recyclables located on such "problem property." The City hereby agrees to indemnify, defend and hold harmless Grantee, its affiliates and their respective officers, directors, employees, agents, consultants, successors and assigns from and against any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, which are claimed to or in any way arise out of or are connected with the removal, disposal, transport of, or damage to, any property or assets located on or near the designated "problem property."

8. Sections 7A and 7B of the Agreement are hereby removed and the following are inserted as Sections 7A, 7B and 7C, and Section 7C is hereby renumbered Section 7D:

A. Grantee to Use Fully Permitted Disposal Facility. Grantee shall be responsible for choosing the facility for disposal of Solid Waste under this Agreement; provided, however, that any landfill used by Grantee must be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). The landfill must have all required permits for federal, state, regional, county and city agencies and necessary for it to operate as a Class II or III Sanitary Landfill and be in full regulatory compliance with all such permits. Grantee shall provide copies to the City of all notices of violations that could affect Grantee's ability to perform under this Agreement, or amendments to permits including any extensions. The landfill should not maintain the co-disposal of municipal Solid Waste and Hazardous Waste (other than Household Hazardous Waste) in the same lined cell.

Any landfill used by Grantee must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, all Solid Waste delivered to it from the Franchise Area for the duration of this Agreement. Grantee shall

immediately notify the City of any notice of breach or default received from the landfill. Grantee shall ensure that the landfill is in full compliance with all closure and post-closure planning requirements applicable to the landfill, and the landfill has posted with the applicable governmental authorities all required financial assurances for closure and post-closure.

B. Grantee to Use Fully Permitted Materials Recovery and Transfer Facilities. Any Materials Recovery or transfer facilities used by Grantee must be designed and constructed in accordance with all applicable laws and regulations. The facilities must have all required permits from federal, state, regional, county and city agencies necessary for them to operate and be in full regulatory compliance with all such permits. Grantee shall provide copies to the City of all notices of violations respecting any such facility used by Grantee that could affect Grantee's ability to perform under this Agreement, or amendments to permits, including any extensions. Any such facility must be authorized to accept, under its existing permits, and have sufficient uncommitted capacity to accept, Solid Waste delivered to it from the Franchise Area for the duration of this Agreement.

C. Disposal in Compliance with Laws and Regulations. Throughout the term of this Agreement, it shall be Grantee's sole responsibility and duty to dispose of the Solid Waste collected by virtue of this Agreement, and do so in a safe manner and in compliance with all federal, state and, to the extent not inconsistent with this Agreement, local laws and regulations.

9. The termination date in Section 9 is hereby deleted and the following date is substituted therefor: "June 30, 2023"

10. Section 11.A. is hereby deleted in its entirety and the following is substituted therefor:

A. Transfer Fee. Any application for a franchise transfer shall be made in a manner prescribed by the City. The application shall include a transfer fee in an amount to be set by the City by Resolution of the City Council, to cover the anticipated cost of all direct administrative expenses of the City, including consultants and attorneys, reasonably necessary to adequately analyze the application and to reimburse the City for all direct and indirect expenses. Such transfer fee shall not exceed Ten Thousand Dollars (\$10,000). The City's request for reimbursement shall be supported with written evidence of the expense or cost incurred. The applicant shall pay such bills within thirty (30) days of receipt of such evidence.

11. Section 15.A is hereby deleted in its entirety and the following is substituted therefor:

Grantee shall maintain a proper set of books and records on an accrual basis. Upon the City's request, Grantee shall produce an annual financial statement for Grantee's most recently completed fiscal year which financial statement shall be prepared in all material respects in accordance with generally accepted accounting principles and shall accurately reflect the business done by it under this Agreement.

12. The last sentence of Section 15.D.(2) is hereby deleted in its entirety.

13. The following is added as Section 16.E of the Agreement.

E. Waste Audits.

- (1) Grantee shall conduct waste audits at the request of the City where such waste audits are necessary to enable the City to comply with the requirements of Federal or State law.
- (2) The results of such audits shall be memorialized on forms either designed or approved by the City.
- (3) The purpose of the audits will be to identify volume and characteristics of Solid Waste being generated by the customer.
- (4) A copy of the audits shall be provided by Grantee to the customer, the City, and to Grantee's own files.

14. Section 17 is hereby deleted in its entirety and the following is substituted therefor:

**SECTION 17 — REVIEW OF PERFORMANCE AND QUALITY OF SERVICE**

A. Performance Review. From time to time, at its sole discretion, the City may examine Grantee's operation in order to evaluate whether or not Grantee is operating at a satisfactory level of efficiency and customer satisfaction. Grantee agrees to cooperate in any such examination, and shall permit the City's representatives to inspect, at Grantee's principal place of business, such information pertaining to Grantee's obligations hereunder as the City may require, including, but not limited to, such things as customer inquiry records, collection routes and equipment records. Access to Grantee's records shall be subject to Section 14.

B. Public Hearing. At the City's sole option, within ninety (90) days of the first anniversary of the Commencement Date of this Agreement, and each year thereafter throughout the term of the Agreement, the City may hold a public hearing at which Grantee shall be present and shall participate, to review Grantee's performance and quality of service. The reports required by this Agreement regarding customer complaints shall be utilized as the basis for review. In addition, any customer may submit comments or complaints during the review meetings, either orally or in writing, and they shall be considered.

C. Report on Performance. Within thirty (30) days after the conclusion of the public hearing, the City shall issue a report with respect to the adequacy of performance and quality of service.

D. Website. Grantee shall maintain any Website containing information concerning the conditions of service, including, but not limited to, rates, fees, charges, service options, payment options, discounts (if any), days of collections, the amount and manner of refuse to be collected, service level and inquiry/complaint procedures, including the name, address and local telephone number of Grantee. Grantee shall notify the City and its customers of the address of its Website.

15. Section 18 of the Agreement is hereby deleted.

16. Sections 19A, 19B and 19E of the Agreement are deleted and the following are inserted as Sections 19A, 19B, 19C, 19D, 19E and 19H, and Sections 19C, 19D, 19E, 19F and 19G of the Agreement are hereby renumbered Sections 19F, 19G, 19H, 19I and 19J, respectively:

A. Grantee Rates. Grantee shall provide all management, supervision, personnel, materials, equipment, utilities, services, supplies and all other things necessary to perform all services, obligations, covenants and other acts required of Grantee under this Agreement for the rates specified in Exhibit "B" as adjusted pursuant to this Section. Grantee shall pay all real estate taxes and assessments, general or special, ordinary or extraordinary, of every name, nature and kind whatsoever, and any possessory interest tax, which may be levied, assessed, charged or imposed, or may be or become a lien or charge upon any of the buildings, improvements, equipment or other real or personal property of Grantee. Grantee shall not receive any form of payment or other consideration from the City for its performance under this Agreement except for the grant of the exclusive franchise provided in this Agreement. Grantee instead shall look solely to its customers in the Franchise Area for payment for all of Grantee's services and performance hereunder.

- 1) City's Power. To the extent that Grantee's rates are established by this Agreement and are subject to automatic rate adjustments for deflation/inflation under Section 19.C., the terms of this Agreement shall govern the setting of Grantee's rates. The City Council shall set and regulate all other rates and charges by Grantee for any and all services and activities it performs or engages in the Franchise Area.
- 2) Extra Charges. Grantee shall not impose extra charges on customers for extra service or for other reasons, except where expressly allowed by the Rate Schedule approved by the City Council.
- 3) Rates for Mandatory Service. Exhibit "B" sets for rates for both Mandatory and Non-Mandatory Service to be effective on July 1, 2008. Currently the City has Non-Mandatory Service. "Mandatory Service" will result if and when that the City adopts changes to its Solid Waste ordinance and to this Agreement requiring all residents and users of Solid Waste Services in the Franchise Area to use Grantee's services exclusively. Commencing July 1, 2008, Grantee has agreed to charge the rates set forth on Exhibit "B" for Mandatory Service, even though the City currently has Non-Mandatory Service. Such rates shall be subject to adjustment as provided in Sections 19B, 19C and 19D. Beginning July 1, 2009, and on each of July 1, 2010 and July 1, 2011, in addition to the rate increases provided in Sections 19B, 19C and 19D, Grantee will be allowed to increase rates in the amounts set forth under "Non-Mandatory Service" for those dates set forth on Exhibit "B"; provided that if prior to July 1, 2011, the City requires Mandatory Service, the rates charged to customers in the Franchise Area shall be the rates for Mandatory Service set forth on Exhibit "B" commencing July 1, 2008, as adjusted

pursuant to Sections 19B, 19C and 19D. If the City requires Mandatory Service after July 1, 2011, the City and Grantee shall negotiate in good faith to reconcile the rates for Mandatory Service based on the rates for Mandatory Service set forth in Exhibit "B".

B. Time for Rate Settings and Rate Settings Procedure. Other than increases/decreases for inflation governed by Section 19.C., the City Council shall set the rates to be charged by Grantee pursuant to this Agreement annually at the beginning of each Operating Year (commencing with July 1, 2008), unless a longer period is agreed on by the City and Grantee. Notwithstanding the foregoing, by approving this Amendment, the City Council also approves the rates set forth on Exhibit "B" commencing July 1, 2008. Grantee shall submit a written request to the City Council for a rate adjustment no earlier than January 1<sup>st</sup> and no later than April 1<sup>st</sup> prior to the commencement of each new Operating Year. Increases and decreases in Grantee's rates for inflation/deflation are not governed by this Section 19.B. but instead are governed by Section 19.C.

Grantee shall provide written notice to each rate payer in a form approved by the City, of the time, date and place of each hearing set by the City Council to set rates. Grantee shall provide said notice at least ten (10) but no more than sixty (60) days prior to such date.

Grantee expressly assumes the risk that its costs may be higher than the rates in this Agreement shall provide compensation for, or that its revenues may be lower than projected.

By this Agreement, neither the City nor its City Council or employees or consultants agree, guarantee or warrant that Grantee will achieve reimbursement for all of its operating costs or pass-through costs, or that Grantee will achieve any profit margin.

The City, or its agent, reserves the right to annually perform an independent review of the rates charged pursuant to this Agreement, at its own expense, to verify that such rates are being calculated and charged in accordance with this Agreement.

C. Inflation/Deflation. Provided Grantee has satisfied the performance criteria set forth on Exhibit "C", then, in addition to any rate changes approved pursuant to Section 19.B., Grantee's rates for services described in Exhibit "B" (but exclusive of Franchise Fees) shall be automatically adjusted, upward or downward, annually, effective July 1<sup>st</sup> of each year during the Term of this Agreement, commencing on July 1, 2008, based on the increase or decrease of the Consumer Price Index – All Items – for the State of California, published by the US Bureau of Labor Statistics ("CPI") during the most recent twelve (12) month period ending no later than December 31st of the calendar year preceding the upcoming Operating Year; provided, however, such automatic adjustment shall only occur if, no earlier than January 1<sup>st</sup> and no later than April 1<sup>st</sup> prior to the commencement of each new Operating Year, Grantee has provided written notice to the City and its customers, which notice shall specify the amount of the adjustment determined in accordance

with this Section 19.C, if any. Thus, if the CPI increased three percent (3%) from January 1, 2007, through December 31, 2007, then Grantee's rates in Exhibit "B" would automatically be subject to a three percent (3%) increase effective as of July 1, 2008.

In the event either the CPI index is no longer published, the parties shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the parties are unable to agree on a substitute index, either party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in Grantee's rates shall be calculated to the nearest cent (\$.01).

D. Adjustments for Extraordinary Circumstances. In addition to the adjustment mechanisms set forth in Sections 19.B. and 19.C. above, Grantee may request an adjustment to Grantee's rates for services described in Exhibit "B," under the following extraordinary circumstances: (i) any changes in federal, state, or local laws or regulations that result in an increase in Grantee's costs, including but not limited to the imposition of new or the increase to existing governmental taxes or fees; and (ii) in the event that circumstances arise which materially affect Grantee's costs or revenues under this Agreement, including but not limited to material increases or decreases in the cost of fuel. Grantee's application for an extraordinary rate adjustment shall include a statement of the amount of the requested rate adjustment, the basis therefor, and all financial and other records on which Grantee relies for its claim that Grantee's costs have increased. City staff shall promptly review Grantee's rate application and notify Grantee if its application is complete or whether City staff wishes to review and/or audit any additional documents or information reasonably related to the requested increase before submitting the matter to the City Council for their consideration. Rate adjustments made under this Section 19.D. may be requested by Grantee at any time during the course of an Operating Year; provided, however, that Grantee may not request more than two (2) adjustments due to extraordinary circumstances per Operating Year. The City Council shall review and consider approval of adjustment requests under this Section 19.D. in its discretion; provided, however, that such approval shall not be unreasonably withheld. The City Council shall review and consider such requests within a reasonable period of time after the complete submittal by Grantee of its application for an extraordinary rate adjustment and after the City has had a reasonable period of time to request, review and audit any applicable financial records of Grantee and/or its Affiliates. The City Council may grant Grantee's requested rate adjustment or, based on the information presented, may increase or decrease Grantee's rates in amounts differing from Grantee's request. The adjusted rates, if approved by the City Council, shall go into effect thirty (30) days after such approval or at such other time as established by the City Council. The notice provisions of the second paragraph of Section 19.B. shall apply to City Council review of rate adjustments under this Section 19.D.

E. Recyclable Revenues. As further compensation to Grantee for its services under this Agreement, Grantee shall be entitled to receive and retain all revenues from the sale of Recyclable Materials received by Grantee from its customers.

H. Delinquent Accounts.

- 1) Grantee may discontinue service as set forth in this Section. Customers who have not remitted required payments within thirty (30) days after the date of billing shall be notified on forms approved by the City. Said forms shall contain a statement that services may be discontinued fifteen (15) days from the date of notice of payment if payment is not made before that time. Upon payment of the delinquent fees as set forth in Exhibit "B", Grantee shall resume collection on the next regularly scheduled collection day. Grantee shall be entitled to a reinstatement fee in an amount approved by the City for reinstating service after such customers bills are brought current. Prior to the date when the City requires Mandatory Service, customers whose service is being withheld shall not be responsible for rates charged during the period in which service is withheld. Following the date when the City requires Mandatory Service, customers whose service is being withheld shall nevertheless continue to be responsible for rates charged during the period in which service is withheld.
- 2) Grantee may require that a resident or commercial business complete a credit/service agreement application prior to receiving service as a means of acknowledging the rules and guidelines for Solid Waste collection, and/or establishing credit.
- 3) The fees levied for service by Grantee for Solid Waste collection shall constitute a civil debt and liability owing to the City and/or Grantee from the person using or chargeable for such services and shall be collectible in any manner provided by law, including, without limitation, the reporting of delinquent payers to collection bureaus.
- 4) This Section may be amended by Resolution of the City Council with the written consent of Grantee.
- 5) Grantee may collect a late payment penalty fee which shall not exceed the maximum interest rate permitted under California law on all payments not received by the twenty-fifth (25<sup>th</sup>) day of the following month. In addition, Grantee may include in such late payment penalty fee (a) all costs, fees and expenses incurred by Grantee in connection with the collection of any such late payment (including any fees and expenses charged to Grantee by any collection agencies or bureaus retained by Grantee), and (b) the reinstatement fee provided for in Section 19(H)1.

17. The second-to-last sentence of the first paragraph of Section 20.A. is hereby deleted in its entirety.

18. The following is hereby added as a new Section 20.C.:

C. Low Emissions Requirement. If changes in federal, state or local laws, including, but by no means limited to, the proposed California Air Resources Board Heavy Duty Engine Standards to be contained in CCR Title 13, Section 2020 et seq., and the Federal EPA's Highway Diesel Fuel Sulfur regulations, mandate that Grantee convert or retrofit its collection fleet to use the most cost-effective means to reduce air pollutant emissions, Grantee shall take all necessary steps to so comply, and shall be in full compliance with all other local, state and federal clean air requirements. Grantee also agrees that it shall use commercially reasonable efforts to explore the use of new management practices, including the use of new technologies, to help Grantee reduce waste management activity-based green house gas and carbon release emissions.

19. Section 21.A. is hereby deleted in its entirety and replaced with the following language:

A. Office Hours. Grantee's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m., Monday through Friday. A representative of Grantee shall be available during office hours for communication with the public in person and by telephone at Grantee's principal office in Diamond Springs, or such other location within El Dorado County as Grantee shall establish. Grantee shall also provide the City with an emergency telephone number for use during other than normal business hours. Grantee shall have a representative or answering service available at said after-hours telephone number during all hours other than normal office hours.

20. Exhibit "B" is hereby amended by adding the following thereto:

Grantee shall collect Solid Waste, Greenwaste and Recyclables from the three different 32- (for Solid Waste only), 64- and 96-gallon Grantee-provided carts, as requested by the customer and placed for collection by the customer. At the customer's request, Grantee shall provide to such customer, and at no additional charge to such customer, one additional cart for the collection of either Greenwaste (only 96-gallon carts available) or Recyclables (either 64- or 96-gallon carts available). Standard collection service shall be automated collection from the curb, unless another method is approved by the City. City approval will not be unreasonably withheld. Grantee will maintain/repair the existing carts until such a time a new cart is necessary. A new cart of the same color will be provided at no cost to the customer if such cart is replaced due to normal wear and tear. Grantee may charge customer a fee to cover its costs of repair or replacement of carts that are damaged due to abuse by or negligence of customer and to replace carts that are lost by customer for any reason.

21. The following is added as Exhibit "C" to the Agreement:

**Exhibit "C"**

**To Collection Franchise Agreement between  
City of Placerville**

**And**

**Waste Connections of California, Inc., doing business as El Dorado Disposal Services**

Grantee and the City have established the following performance criteria pursuant to Section 19.C. of the Agreement to determine whether Grantee is entitled to the full CPI adjustment provided in Section 19.C in the case of an increase in the CPI; Grantee shall always be subject to one hundred percent (100%) of any decrease in the CPI regardless of whether Grantee has satisfied the performance criteria. Each of these criteria shall be weighted at twenty percent (20%) of one hundred percent (100%) percent of the CPI. Thus, if Grantee satisfies each of the performance criteria at the one hundred percent (100%) level, it shall be entitled to one hundred percent (100%) of the CPI adjustment in the case of an increase in the CPI; if it satisfies four (4) of the five (5) criteria at the one hundred percent (100%) level and one (1) at the zero percent (0%) level, it shall be entitled to only eighty percent (80%) of the CPI adjustment. All of the criteria shall be prorated, as provided below.

The missed pick-up rate for residential customers shall not exceed .005%, or five (5) per one thousand (1,000) customers, on average per collection day for the most recently completed Operating Year prior to the effective date of the CPI increase (late pick-ups shall not be considered missed pick-ups for this purpose). If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI increase attributable to this component shall be reduced by one percentage point (1%) for each customer in excess of five (5) that the average missed pick-up rate exceeds .005% on average per collection day for the relevant Operating Year. For example, if the average missed pick-up rate is .007%, the CPI adjustment shall be reduced by two percentage points (2%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.

Grantee shall answer customer calls within an average of seventy-five (75) seconds, as measured by Grantee's phone system and reported to the City, during the most recently completed Operating Year prior to the effective date of the CPI increase. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI increase attributable to this component shall be reduced by one percentage point (1%) for each second in excess of seventy-five (75) for the average time to answer customer calls. For example, if the average time to answer customer calls for the Operating Year preceding the effective date of a CPI adjustment is eighty (80) seconds, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.

Grantee shall on average correct 99.95% (995 out of each 1,000 customers) customer complaints for each Operating Year preceding the effective date of the price CPI adjustment within the time specified in Section 21.B of the Agreement, but only in so far as such

complaints are capable of being corrected within such time period. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI adjustment attributable to this component shall be reduced by one percentage point (1%) for each customer in excess of five (5) that the average time to correct customer complaints exceeds the time specified in Section 21.B of the Agreement. For example, if for any Operating Year the average number of customers whose complaints are not corrected within the time period specified in Section 21.B of the Agreement is ten (10) per one thousand (1,000) customers, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.

Grantee shall on average correct 99.95 % (995 out of 1,000) complaints for litter attributable to Grantee within forty-eight (48) hours after receipt for each Operating Year. If this performance criterion is not satisfied, the twenty percent (20%) component of the CPI adjustment attributable to this component shall be reduced by one percentage point (1%) for each occasion in excess of an average of five (5) per one thousand (1,000) that the time to correct complaints for litter attributable to Grantee during the relevant Operating Year exceeds forty-eight (48) hours. For example, if for any Operating Year the average number of complaints for litter that are not corrected within forty-eight (48) hours is ten (10) per one thousand (1,000) customers, the CPI adjustment shall be reduced by five percentage points (5%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.

All reports required to be filed by Grantee with the City pursuant to Section 16 shall be timely filed within the periods specified in that Section; provided that up to three (3) reports per Operating Year may be filed late without a reduction in the CPI adjustment. For each occasion in excess of three (3) in the Operating Year preceding the effective date of the CPI increase that one of the reports required by Section 16 is filed late, the twenty percent (20%) component of the CPI adjustment attributable to this component shall be reduced by four percentage points (4%). For example, if for any Operating Year, five (5) reports required by Section 16 of the Agreement are not filed within the time specified in Section 16, the next succeeding CPI adjustment shall be reduced by eight percentage points (8%); in no event shall the CPI adjustment be reduced by more than twenty percentage points (20%) for failure to satisfy this criterion.

22. The following is added as Exhibit "D" to the Agreement:

Exhibit "D"

To Collection Franchise Agreement between  
City of Placerville

And

Waste Connections of California, Inc., doing business as El Dorado Disposal Services

City Facilities to Receive Collection Service for No Charge\*:

City Hall

Town Hall

Police Department

All City cans on Main Street


All City cans in City parking garage

\* Following the date when the City requires Mandatory Service, Grantee shall provide collection service for no charge to all City parks.


*[Signature Page Immediately Follows]*

IN WITNESS WHEREOF, the parties execute this Amendment as of the date first written above.


CITY OF PLACERVILLE

By:   
JOHN DRISCOLL  
Printed Name  
CITY MANAGER/ATTORNEY  
Title


WASTE CONNECTIONS OF  
CALIFORNIA, INC., a California  
corporation, doing business as EL  
DORADO DISPOSAL SERVICES

By:   
Ronald J. Mittelstaedt  
Chief Executive Officer

ATTEST:  
Clerk of the City Council

By:   
SUSAN ZITO  
Printed Name

APPROVED AS TO FORM:

By:   
JOHN DRISCOLL  
Printed Name  
CITY MANAGER/ATTORNEY  
Title

El Dorado Disposal  
Placerville Franchise Residential Rates

The rate will revert to the corresponding mandatory rate for that time period, Annual CPI assumed at 3%

Year 1

Service Level	New Rate	W/ Fuel New Rate
32 Gallon	\$ 16.53	\$ 17.37
64 Gallon	\$ 25.71	\$ 27.02
96 Gallon	\$ 30.85	\$ 32.42

Year 2

Effective PI Date 7/1/2009 7/1/2009

Service Level	New Rate	New Rate
32 Gallon	\$ 18.21	\$ 19.14
64 Gallon	\$ 26.71	\$ 28.06
96 Gallon	\$ 32.71	\$ 34.38

Year 3

Effective PI Date 7/1/2010 7/1/2010

Service Level	New Rate	New Rate
32 Gallon	\$ 19.90	\$ 20.91
64 Gallon	\$ 27.70	\$ 29.11
96 Gallon	\$ 34.58	\$ 36.34

Year 4

Effective PI Date 7/1/2011 7/1/2011

Service Level	New Rate	New Rate
32 Gallon	\$ 21.58	\$ 22.67
64 Gallon	\$ 28.70	\$ 30.15
96 Gallon	\$ 36.44	\$ 38.30

WCN Provided Extra Services

Extra trash per 30 gal bag on scheduled service day

Cart exchange Charges if used less than 6 months

Extra Trash NOT on Same Day of Service

Extra Recycling NOT on Same Day of Service

Additional Recycling Carts

\$	3.73
\$	14.04
\$	9.06
\$	7.01
\$	5.85

Commercial Hauling Rates

Roll Off Debris Boxes		Rate		Fuel Surcharge 3.57% Tons		Price per Ton	
				2007		Includes PI and Fuel Surcharge	
6 Yard	Clean Concrete	\$	120.81	\$	125.12	1.0	\$ 65.60
10 Yard	Clean Concrete	\$	155.55	\$	161.10	2.0	\$ 18.59
20 Yard (GW)	Green Waste	\$	195.04	\$	202.01	3.5	\$ 34.68
20		\$	309.76	\$	320.82	3.5	\$ 65.60
30 Yard (GW)	Green Waste	\$	292.53	\$	302.97	5.0	\$ 34.68
30		\$	390.08	\$	404.01	5.0	\$ 65.60
40 Yard		\$	481.83	\$	499.03	5.0	\$ 65.60
50 Yard		\$	619.52	\$	641.64	5.0	\$ 65.60
Storage Box		\$	100.00	\$	107.40		Delivery Charge

Commercial Frontload

Commercial Frontload		Rate		Fuel Surcharge 3.57% Tons		Price per Ton	
1 Yard		\$	70.51	\$	141.02	1.0	\$ 73.03
2 Yard		\$	122.02	\$	244.04	2.0	\$ 18.59
3 Yard		\$	182.24	\$	364.48	3.5	\$ 34.68
4 Yard		\$	239.87	\$	479.74	5.0	\$ 65.60
5 Yard		\$	299.84	\$	599.68	5.0	\$ 65.60
6 Yard		\$	351.99	\$	709.98	5.0	\$ 65.60
8 Yard		\$	458.89	\$	917.78	5.0	\$ 65.60
Commercial Rearload		Rate		Fuel Surcharge 3.57% Tons		Price per Ton	
1 Yard		\$	65.95	\$	131.90	1.0	\$ 68.30
1.5 Yard		\$	98.94	\$	197.88	2.0	\$ 18.59
2 Yard		\$	131.91	\$	263.82	3.5	\$ 34.68
Extra Charges		Rate		Fuel Surcharge 3.57% Tons		Price per Ton	
Each yard of extra trash		\$	16.28				\$ 16.86

Commercial Rearload

Commercial Rearload		Rate		Fuel Surcharge 3.57% Tons		Price per Ton	
1 Yard		\$	65.95	\$	131.90	1.0	\$ 68.30
1.5 Yard		\$	98.94	\$	197.88	2.0	\$ 18.59
2 Yard		\$	131.91	\$	263.82	3.5	\$ 34.68
Extra Charges		Rate		Fuel Surcharge 3.57% Tons		Price per Ton	
Each yard of extra trash		\$	16.28				\$ 16.86

Commercial Frontload and Rearload Bins  
Per Yard

1 Yard		\$	65.95	\$	131.90	1.0	\$ 68.30
2 Yard		\$	98.94	\$	197.88	2.0	\$ 18.59
3 Yard		\$	131.91	\$	263.82	3.5	\$ 34.68
4 Yard		\$	197.88	\$	395.73	5.0	\$ 65.60
5 Yard		\$	263.82	\$	527.64	5.0	\$ 65.60
6 Yard		\$	395.73	\$	791.46	5.0	\$ 65.60
8 Yard		\$	527.64	\$	1,093.34	5.0	\$ 65.60

Commercial Hauling Rates

Roll Off Debris Boxes

CPI	Fuel Surcharge 5.08% Tons 3.30%	Price per Ton	Includes PI and Fuel Surcharge	2008		Allowed	Fuel Surcharge	Delivery Charge
				2008	2008			
6 Yard				\$ 124.80	\$ 131.48	1.0	\$	65.71
10 Yard	Clean Concrete			\$ 160.68	\$ 169.28	2.0	\$	18.62
20 Yard (GW)	Green Waste			\$ 201.48	\$ 212.27	3.5	\$	34.74
30 Yard (GW)	Green Waste			\$ 319.98	\$ 337.12	3.5	\$	65.71
30				\$ 402.95	\$ 424.53	5.0	\$	65.71
40 Yard				\$ 497.73	\$ 524.38	5.0	\$	65.71
50 Yard				\$ 639.96	\$ 674.24	5.0	\$	65.71
Storage Box				\$ 103.30	\$ 112.86		\$	

Commercial Frontload

1 Yard  
2 Yard  
3 Yard  
4 Yard  
5 Yard  
6 Yard  
8 Yard

1	\$ 72.84	\$ 126.05	\$ 188.25	\$ 247.79	\$ 309.73	\$ 363.61	\$ 474.03
2	145.67	252.09	376.51	495.57	619.47	733.41	948.07
3	218.51	378.14	564.76	743.36	929.20	1,090.82	1,422.10
4	291.35	504.19	753.02	991.14	1,238.94	1,454.42	1,896.13
5	364.18	630.23	941.27	1,129.52	1,486.71	1,818.03	2,370.17
6	437.02	756.28	1,129.52	1,486.71	1,858.41	2,181.63	2,844.20
1	\$ 76.54	\$ 132.45	\$ 197.82	\$ 260.37	\$ 325.47	\$ 382.08	\$ 498.11
2	153.07	264.90	395.63	520.75	650.94	770.67	996.23
3	229.61	397.35	593.45	781.12	976.41	1,146.23	1,494.34
4	306.15	529.80	791.27	1,041.49	1,301.88	1,528.31	1,992.46
5	382.68	662.25	989.09	1,301.87	1,627.35	1,910.38	2,490.57
6	459.22	794.70	1,186.90	1,562.24	1,952.82	2,292.46	2,988.69

Pickups per Week with CPI 3.3% and Fuel Surcharge 5.08%

Commercial Rearload

1 Yard  
1.5 Yard  
2 Yard

1	\$ 68.13	\$ 102.21	\$ 136.26
2	136.25	204.41	272.53
3	204.38	306.62	408.79
4	272.51	408.82	545.05
5	340.63	511.03	681.32
6	408.76	613.23	817.58
1	\$ 71.59	\$ 143.17	\$ 214.76
2	143.17	214.79	286.37
3	214.76	322.19	429.56
4	286.35	429.59	572.74
5	357.94	536.99	715.93
6	429.52	644.38	859.11

Pickups per Week with CPI 5.08%

Extra Charges

Each yard of extra trash

\$ 16.82	\$ 17.67
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